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pledgor has no right to the possession of the articles pledged without performance of the engagement for which they were pledged. *Yeatman v. Savings Institute* (1877) 95 U. S. 764; *Smith v. Felton* (1882) 85 Ind. 223; see *Fowle v. Child* (1895) 164 Mass. 210, 41 N. E. 291. But there can be no constructive possession without the right to possess. See *Sullivan v. Sullivan et al.* (1876) 66 N. Y. 37, 42; *Pollock and Wright, Possession* (1888) 25, 27. Therefore the defendant did not commit the crime under the statute. The Court of Appeals feeling the defendant morally culpable, has evidently distorted the true meaning of the word "possession" in order to find him legally guilty.

INJUNCTION—LIBEL AND SLANDER.—The plaintiff telephone company sought to enjoin the defendant from slandering its female employees to its damage. *Held*, injunction denied. *Ex parte Tucker* (Tex. 1920) 220 S. W. 75.

The instant case follows the well established American rule that equity will not enjoin the publication of defamatory matter even when irreparable damage to property is threatened. *Finnish Temperance Soc. v. Raivaaja Pub. Co.* (1914) 219 Mass. 28, 106 N. E. 561; 5 *Pomeroy, Equity Jurisprudence* (4th ed. 1919) § 2050. Nor is the fact that the plaintiff has no remedy at law, because of inability to show special damage, ground for relief. *Marlin Fire Arms Co. v. Shields* (1902) 171 N. Y. 384, 64 N. E. 163. The basis for these decisions is that to grant injunctions would be to abridge freedom of speech and of the press. It is also said that the defendant would be deprived of a trial by jury. See *Citizens' Light, H. & P. Co. v. Montgomery Light & W. P. Co.* (C. C. 1909) 171 Fed. 553, 556; (1913) 13 *Columbia Law Rev.* 732. In England, after a series of conflicting decisions and *dicta*, the Common Law Procedure Act, 1854, §§ 79, 81, 82, and the Judicature Act, 1873, §§ 16, 25, sub-sect. 8, conferred upon the courts the power to enjoin libels. See *Bonnard v. Perryman* [1891] 2 Ch. 269, 285. But the defamatory matter must be so clearly false that a verdict finding it true would be set aside as unreasonable. *Bonnard v. Perryman, supra*. And so the defendant's right to a trial by jury is not violated. After a jury has found for the plaintiff, however, an injunction restraining the further publication of the libel or slander will be granted even in America. See *Flint v. Hutchinson Smoke Burner Co.* (1892) 110 Mo. 492, 501, 19 S. W. 804. It is believed that the English view is sound in that it recognizes that no individual should be permitted to defame another and pay damages when such damages are wholly inadequate to compensate the one defamed.

INSURANCE—CHANGE OF BENEFICIARY—CONSIDERATION.—A life insurance policy permitted change of beneficiary, and the insured, in consideration of marriage, orally promised to "assign" the policy to the plaintiff, and later delivered it to her, but neglected to comply with the regulations of the company respecting change of beneficiary. *Held*, the plaintiff obtained an equitable interest in the policy which would be enforced. *Schoenholz v. New York Life Insurance Co.* (1st Dept., 1920) 192 App. Div. 563, 183 N. Y. Supp. 251.

The court distinguished the instant case from *Thomas v. Thomas* (1892) 131 N. Y. 205, 30 N. E. 61, on the ground that in the latter case there was no consideration, and hence no interest which could be protected on equitable principles. In general, the right of a beneficiary of a life policy is vested. *Washington Central Bank v. Hume*